

1  
2 AN ORDINANCE of the Common Council  
3 fixing, establishing and ratifying  
4 compensation for certain City  
5 employees of the City of Fort Wayne,  
6 Indiana, represented by the  
7 CHAUFFEURS, TEAMSTERS AND HELPERS  
8 LOCAL NO. 414

9 WHEREAS, this Council is required to approve  
10 all collective bargaining decisions with regard to annual  
11 pay and monetary fringe benefits; and

12 WHEREAS, such compensation for employees of the  
13 City of Fort Wayne, Indiana, represented by the  
14 Chauffeurs, Teamsters and Helpers Local No. 414 has been  
15 arrived at pursuant to an agreement reached by and  
16 between the City and the Chauffeurs, Teamsters and  
17 Helpers Local No. 414 in accordance with collective  
18 bargaining as authorized and envisioned by the City's  
19 salary ordinances (two copies of said agreement are on  
20 file in the Clerk's Office and available for public  
21 inspection); and

22 WHEREAS, said agreement is for three (3) years,  
23 but pursuant to Indiana law, the compensation provided  
24 for therein must be annually ratified; and

25 WHEREAS, the Common Council desires to express  
26 its approval of the agreement and the compensation  
27 package for the year 1993; and

28 WHEREAS, this ordinance is necessary to ratify,  
29 fix and establish such compensation for said employees of  
30 the City of Fort Wayne, Indiana, represented by the  
31 Chauffeurs, Teamsters and Helpers Local No. 414 for the  
32 year 1993.

33 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
34 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

35 SECTION 1. The 1993-1995 Agreement by the  
36 Between the Chauffeurs, Teamsters and Helpers Local No.  
37 414 and the City of Fort Wayne, two copies of which are

1                   PAGE 2

2                   on file in the Office of the City Clerk and available for  
3                   public inspection, is hereby approved and ratified in all  
4                   respects, including the compensation package for the year  
5                   1993.

6                   SECTION 2. This Ordinance shall be in full  
7                   force and effect from and after its passage and any and  
8                   all necessary approvals by the Mayor.

9                   \_\_\_\_\_  
10                  Julie Timmey  
11                  Council Member

12                  APPROVED AS TO FORM  
13                  AND LEGALITY

14                  \_\_\_\_\_  
15                  J. Timothy McCaulay, City Attorney

31

32

Read the first time in full and on motion by Lunsey,  
seconded by \_\_\_\_\_, and duly adopted, read the second time by \_\_\_\_\_,  
title and referred to the Committee on Finance (and the  
City Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Common Council Conference Room 128, City-County  
Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATED: 7-27-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Lunsey,  
seconded by Lost, and duly adopted, placed on its passage.  
PASSED Lost by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
<u>TOTAL VOTES</u>	<u>5</u>		<u>1</u>	<u>3</u>
<u>BRADBURY</u>				
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>				<u>✓</u>
<u>HENRY</u>				<u>✓</u>
<u>LONG</u>			<u>✓</u>	
<u>LUNSEY</u>	<u>✓</u>			
<u>RAVINE</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 8-10-93

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 8-67-93  
on the 10th day of August, 1993

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 11th day of August, 1993,  
at the hour of 11:00 o'clock A.M., E.S.T.

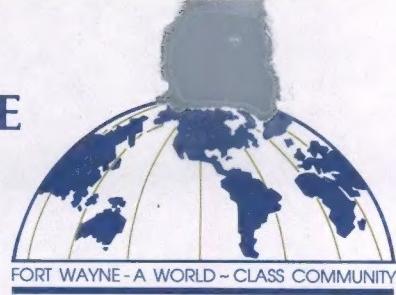
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of August,  
1993, at the hour of 11:20 o'clock P.M., E.S.T.

P. Helmke  
PAUL HELMKE, MAYOR



# THE CITY OF FORT WAYNE



Paul Helmke  
Mayor

S-93-07-13

## MEMORANDUM

### LAW DEPARTMENT

**TO:** MEMBERS OF COMMON COUNCIL  
**FROM:** J. TIMOTHY MCCAULAY, CORPORATION COUNSEL *1474/dk*  
**DATE:** July 26, 1993  
**SUBJECT:** CHAUFFERS, TEAMSTERS AND HELPERS  
LOCAL NO. 414 CONTRACT - 1993-1995

---

Please refer to the attached memorandum for changes in the 1993/1995 Chauffeurs, Teamsters and Helpers Local No. 414 Contract.

An Equal Opportunity Employer  
One Main Street, Fort Wayne, Indiana 46802

TO: T. McCaulay, N. Peters, T. Atherton, R. Green

FROM: N. Kloha

June 11, 1993

SUBJECT: Summary of Changes in 1993/95 CTH Agreement

Pg 1

ARTICLE I - PERIOD OF AGREEMENT: Three-year Agreement.

ARTICLE III - UNION COOPERATION (c): If any type of bargaining unit work is contracted out, no employee having one year or more of seniority as of Jan. 1, 1993 will be laid off.

ARTICLE IV - NON-DISCRIMINATION: Any conflict between this Agreement and the ADA shall be resolved in favor of the Act.

ARTICLE VI - GRIEVANCE & ARBITRATION: Step 2. Move language requiring written grievance statement from Step 2 to Step 1.

ARTICLE VIII - HOURS OF WORK AND OVERTIME, Sec. 1 (d): Deleted provisions for premium pay after 40 hours and after 8 hours/day.

Sec. 2, Premium Pay, (a): All work outside regular hours shall be paid according to Special Ord. G-22-92; i.e., hours worked (includes only hrs actually worked, paid holidays, & comp time used) over 40 in a 7-day cycle w/b paid at time and one-half.

Sec. 2 Deleted para (f) re \$2.50 OT pay in emergencies.

ARTICLE IX - INCLEMENT WEATHER (d): Wind chill factor of -17 F. or temperature of 0 F. will suspend outside work except emergency.

(e) Working foreman responsible for decisions re weather, subject to approval of supt. or designee.

ARTICLE XI - DISCHARGE: Employer's Disciplinary Policy shall govern disciplinary matters.

ARTICLE XII - PROMOTIONS (c): Successful bidder shall be awarded job within 5 working days following end of bidding period.

(d) A successful bidder shall have a trial period of 30 working days in the new position and may request reinstatement to former position, or mgmt may disqualify employee and return to former position.

ARTICLE XIV - SICK & ACCIDENT LEAVE (c): Accidental injury arising out of and in the course of employment and which does not result in casting or overnight hospitalization receives benefits per I.C. 22-3-3-7. Employee who uses sick leave during disability shall refund any daily or weekly Workers Comp benefits to Employer and 2/3 of sick hours used shall be restored.

If injury resulted in suturing, casting, limb immobilization, outpatient surgery, or overnight hospitalization, the employee shall receive Workers Comp benefits plus difference between such benefits and normal, straight-time wage rate; however, such payments shall not exceed 480 hours.

(1) Deleted provision for 60 days occupational injury pay.

TO: T. McCaulay, N. Peters, T. Atherton, R. Green

FROM: N. Kloha

June 11, 1993

SUBJECT: Summary of Changes in 1993/95 CTH Agreement

Pg 2

ARTICLE XIV - SICK & ACCIDENT LEAVE: Deleted (o) definition of paid sick leave, and (p) income protection provision.

ARTICLE XVII - VACATION/PERSONAL TIME: (c) Up to one year's vacation may be carried over, with supt's approval.

(e) Deleted reference to pay for time worked while receiving vacation pay; covered by premium pay provision.

(g) Deleted ref to employee "with more than twelve months...."

(h) Deleted requirement for 2 weeks notice of resignation in order to receive accrued vacation time.

Sec. 2. 1993 personal time increased from 2 to 4 days (from 3 to 5 days for employees w/5 or more yrs and from 4 to 6 days for employees w/20 or more yrs.) 1994 and thereafter, personal time increased to 5 days (6 days w/5 or more yrs and 7 days w/20 or more yrs.) Paid day for birthday moved from Article XVIII to this Section.

ARTICLE XVIII - HOLIDAYS: (a) Holidays reduced from 15 to 10, and birthday off moved to Art. XVII, Sec. 2.

Deleted (d) ????; covered under Art. VIII, Sec. 2, Premium Pay

ARTICLE XIX - SPECIAL LEAVES, Sec. 1 (b): Deleted requirement for Leaves of Absence to be written in triplicate.

(e) An employee exceeding 30 days leave may return to an open position, if qualified, or be laid off.

Sec. 5. Military Leave: (b) Military leave shall be in accordance with federal and state statute.

ARTICLE XX - RETIREMENT, (a) Accrued sick time pay: Retirees with 5 consecutive yrs or more shall receive credit for accumulated sick time and shall be paid (1) \$1 for each hour through 520; (2) also shall be paid 25 percent of straight-time rate at retirement for each accumulated hour over 520 or may receive credit at 50 percent of rate at retirement to purchase Employer's group health insurance

(b) Pension Fund: Employees shall be covered by PERF in accordance with rules of PERF Administrator.

ARTICLE XXI - SAFETY PRACTICES (b): Employer shall reimburse an employee up to \$175 per year toward cost of safety- and/or weather-related items as determined by management. Deleted requirement that City supply bib overalls.

ARTICLE XXII - INSURANCE COVERAGE (a): Life, medical, dental, and long-term disability insurance shall be extended to bargaining unit employees at same cost as that paid by non-bargaining-unit employees.

TO: T. McCaulay, N. Peters, T. Atherton, R. Green

FROM: N. Kloha

June 11, 1993

SUBJECT: Summary of Changes in 1993/95 CTH Agreement

Pg 3

**WAGE SCHEDULES:**

1993 rates increased 20 cents plus 5 percent over adjusted  
1992 rates.

1994 rates increased 3 percent over 1993 rates.

1995 rates increased 3 percent over 1994 rates.

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE PERSONNEL

SYNOPSIS OF ORDINANCE RATIFIES AGREEMENT WITH CTH LOCAL NO. 414  
FOR 1993 - 1995.

EFFECT OF PASSAGE AGREEMENT APPROVED.

EFFECT OF NON-PASSAGE AGREEMENT NOT APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) 1993 Wage Rates  
increased 20 cents plus 5 percent over adjusted 1992 rates. 1994 rates  
increased 3 percent over 1993 rates. 1995 rates increased 3 percent  
over 1994 rates.

ASSIGNED TO COMMITTEE (PRESIDENT)

BILL NO. S-93-07-13

REPORT OF THE COMMITTEE ON  
FINANCE

ARCHIE L. LUNSEY & DONALD J. SCHMIDT - CO-CHAIRPERSONS  
HENRY, EDMONDS, LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council  
fixing, establishing and ratifying compensation for certain  
City employees of the City of Fort Wayne, Indiana, represented by  
the ~~CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 414~~

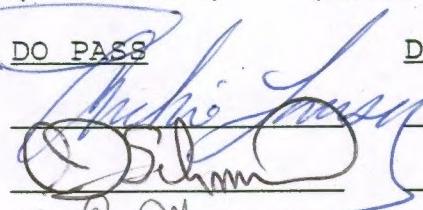
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

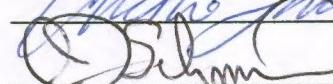
DO PASS

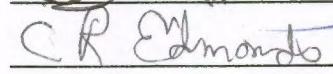
DO NOT PASS

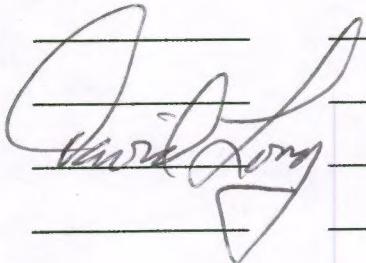
ABSTAIN

NO REC

  
A handwritten signature in blue ink, appearing to read "Archie Lunsey".

  
A handwritten signature in blue ink, appearing to read "Donald Schmidt".

  
A handwritten signature in blue ink, appearing to read "C.R. Edmonds".

  
A handwritten signature in blue ink, appearing to read "Henry Long".

DATED: 8-10-93.

Sandra E. Kennedy  
City Clerk

**CTH LOCAL 414 - WATER POLLUTION CONTROL MAINTENANCE**

**January 1, 1993 thru December 31, 1995**

**CONTENTS**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
	Preamble	1
<b>Article I</b>	<b>Period of Agreement</b>	
Section 1	Working Agreement	1
Section 2	Wage Schedules	2
<b>Article II</b>	<b>Union Recognition</b>	
Section 1	Recognition	2
Section 2	Agency Shop	4
<b>Article III</b>	<b>Union Cooperation</b>	5
<b>Article IV</b>	<b>Non-discrimination</b>	6
<b>Article V</b>	<b>Management Rights &amp; Responsibilities</b>	7
<b>Article VI</b>	<b>Grievance and Arbitration</b>	
Section 1	Grievance Procedure	8
Section 2	Arbitration	9
<b>Article VII</b>	<b>Union Stewards</b>	10
<b>Article VIII</b>	<b>Hours of Work</b>	
Section 1	Regular Working Hours	11
Section 2	Premium Pay	12
<b>Article IX</b>	<b>Inclement Weather</b>	14
<b>Article X</b>	<b>Seniority</b>	
Section 1	Regular Employees	16
Section 2	Probationary Employees	17
Section 3	Layoff	17
<b>Article XI</b>	<b>Discharge</b>	18
<b>Article XII</b>	<b>Promotion</b>	18
<b>Article XIII</b>	<b>Transfer</b>	19
<b>Article XIV</b>	<b>Sick &amp; Accident Leave</b>	20
<b>Article XV</b>	<b>Notification of Absence</b>	25
<b>Article XVI</b>	<b>Examinations</b>	25

**CTH LOCAL 414 - WATER POLLUTION CONTROL MAINTENANCE**

**January 1, 1993 thru December 31, 1995**

**CONTENTS - page 2**

<b>Article XVII</b>	<b>Vacation &amp; Personal Time</b>	<b>26</b>
<b>Article XVIII</b>	<b>Holidays</b>	<b>29</b>
<b>Article XIX</b>	<b>Special Leaves</b>	
Section 1	Leave of Absence	30
Section 2	Leave for Union Business	31
Section 3	Death Leave	32
Section 4	Jury Duty	33
Section 5	Military Leave	33
<b>Article XX</b>	<b>Retirement</b>	<b>33</b>
<b>Article XXI</b>	<b>Safety Practices</b>	<b>34</b>
<b>Article XXII</b>	<b>Insurance</b>	<b>35</b>
<b>Article XXIII</b>	<b>Separability and Savings</b>	<b>37</b>
	<b>RECOGNITION AGREEMENT</b>	<b>38</b>
<b>WAGE SCHEDULES</b>	<b>A, B, C</b>	<b>39</b>

## **PREAMBLE**

This Agreement is entered into by the between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Chauffeurs, Teamsters, and Helpers Local No. 414 (Affiliate of the International Brotherhood of Teamsters,) hereinafter referred to as the Union. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Employer, the Union, and the general public, the parties to this Agreement have agreed together as follows:

### **ARTICLE I - Period of Agreement**

Section 1. Working Agreement: (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1993, and shall continue in force and effect through the 31st day of December, 1995, and from year to year thereafter, unless it is cancelled or amended.

(b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1995, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1995, or November 30 of any subsequent year, and if either party considers the negotiations

to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 31, 1995, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

Section 2. Wage Schedules: (a) The wage and salary rates set out in Wage Schedules A, B, and C shall take effect at the conclusion of satisfactory negotiations, but not before the first day of January, 1993, 1994, and 1995, respectively. Schedule C shall remain in effect from January 1, 1995 through December 31, 1995, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

(b) Changes in the wage schedule agreeable to both parties can be made at any time. Such request will be made in writing by the Union and will be answered in sixty (60) calendar days by the Employer. If changes are made by the Employer, the Union will be informed of such changes.

## **ARTICLE II - Union Recognition**

Section 1. Recognition: (a) The Employer recognizes the Union as the exclusive bargaining agent for all its employees within the Water Pollution Control Maintenance (WPCM) Department in the job classifications listed in Wage Schedules A, B, and C concerning their hours, wages, and other conditions of employment. It is agreed that this Agreement applies to all the types of work usually performed by such employees.

(b) The Employer agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union.

(c) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the Employer shall deduct each month from the earnings of each of said employees an agreed-upon amount representing regular monthly Union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee giving written notice to the Employer and the Union.

In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Employer shall make the necessary additional deductions in the next succeeding month or months. In any case, the Employers's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this Paragraph (c). The Union will protect the Employer from any and all further liabilities and claims which may arise under this Paragraph (c).

(d) Any concerted action on the part of the Union, such as strike and slowdowns, will result in the Union Dues Checkoff being suspended for one (1) year, starting from the day of such strike or slowdown.

(e) Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to; providing, however, that there is no interruption of the Employer's working schedule. If the Employer requests it, the agents of the Union shall notify the Employer of their presence on the premises.

(f) Should a dispute arise between the Union and any other union relating to jurisdiction over employees or operation covered by this Agreement, the dispute shall be resolved by the Personnel/Labor Relations Director and the appropriate representatives or tribunals of the unions concerned.

Section 2. Agency Shop: (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel/Labor Relations Director) that, if he doesn't

pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Employer to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City of Fort Wayne, losing all seniority rights and other rights and benefits established by this Agreement.

(c) The Union agrees to indemnify and hold the City of Fort Wayne harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

### **ARTICLE III - Union Cooperation**

(a) The Union agrees for employees covered by this Agreement that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the City of Fort Wayne and its service to the public and that they will cooperate in promoting and advancing the City's program and the protection of its service to the public at all times.

(b) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the

Employer in a dispute. If, nonetheless, any of the employees covered herein to cease work of their own volition, the Employer will be free to replace such employees and to obtain competent services to continue its normal operations.

(c) The Employer agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the department. This shall not be interpreted to restrain the Employer from awarding contracts for work covered by this Agreement when, in the judgment of its management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered by this Agreement, it is agreed that no employee having one year or more of seniority **as of January 1, 1993** will be laid off.

#### **ARTICLE IV - Non-discrimination**

The parties agree that there shall be no discrimination in employment opportunities because of race, creed, sex, national origin or age, as provided by Title VII of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1967, as amended. Any conflict between this Agreement and the Americans With Disabilities Act shall be resolved in favor of the Act.

This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training

including apprenticeship, layoff or termination.

#### **ARTICLE V - Management Rights and Responsibilities**

Except as otherwise provided in this Agreement, the Employer, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Employer's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice.

The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. The Union will be informed of the rules affecting working conditions within the month of the change if possible, but no later than the following month of the change. None of the foregoing management rights shall negate any other provisions of this Contract.

## **ARTICLE VI - Grievance and Arbitration**

**Section 1. Grievance Procedure:** The Employer and the Union recognize that, from time to time, grievances, disputes and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Employer has acted erroneously or improperly in interpreting and/or applying any of the provisions of this Agreement, then the Union or the employee, with five (5) working days of the Employer's action, may invoke the provisions of this Article VI.

The grievance shall be processed during regular working hours in the manner hereinafter set forth:

**Step 1:** The grievance shall be written and presented by the aggrieved employee and/or Union representative to the superintendent of the department within ten (10) working days from the date of the alleged violation. **The grievance shall specify the section or sections of the Agreement claimed to have been violated and the remedy the Union wishes the Employer to make.** (This section moved from Step 2 to Step 1) The superintendent must give his/her written answer within three (3) working days.

**Step 2:** If no satisfactory settlement is reached in Step 1 within three (3) working days of the Step 1 written answer, the grievance shall be advanced to Step 2 by the aggrieved employee and/or Union representative, who will discuss the grievance with the Division director. Within three (3) working days of such discussion, the Division director shall give his written answer.

Step 3: If the grievance has not been satisfactorily settled in Step 2, the appeal to Step 3 must be made within ten (10) working days from the receipt of the Step 2 answer. The Union representative shall discuss the grievance with the Personnel/Labor Relations Director or his designated representative as soon as possible after appeal to this Step.

If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's Step 3 written answer, notify the Employer of the Union's intent to arbitrate the dispute.

In any of the foregoing Steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the Union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the Employer denying the grievance.

Section 2. Arbitration: Upon receipt of written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of five (5) impartial arbitrators. Upon receipt of such panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne equally

by the Employer and the Union. Each party shall bear its own costs for preparation, attendance of its own representatives at the hearing--including all witnesses, exhibits, or any other matter which is the desire of the party to bring to the attention of the arbitrator.

The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore, or modify any of the terms and conditions of the Agreement. Any decision rendered by the arbitrator must be in writing. The opinion must cite the Article and Section of the Agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties.

#### **ARTICLE VII - Union Stewards**

(a) The Employer recognizes the right of the Union to designate stewards and alternates. The authority of stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. Investigation and presentation of grievances in accordance with the provisions of the Agreement.
2. Collection of delinquent dues, initiation fees and uniform assessments when authorized by appropriate Union action.
3. Transmittal of such information and messages as shall originate with and be authorized by the Union or its officers,

provided such information and messages have been reduced to writing, or if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

(b) The Employer shall have authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

#### **ARTICLE VIII - Hours of Work and Overtime**

Section 1. Regular Working Hours: (a) The regular working hours for employees of the Water Pollution Control Maintenance Department (except for shift employees) shall be 7:30 a.m. to 4:00 p.m., Monday through Friday, with one-half hour for lunch (12:00 noon to 12:30 p.m., when practicable.) Regular working hours for shift employees shall be as set forth in departmental schedules.

(b) Employees working away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or of leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e.; the lunch period plus time spent traveling from and back to the job, shall not exceed forty-five minutes.

(c) The beginning and the ending of the day's work shall take place at departmental headquarters.

(d) All regular employees shall be guaranteed eight hours per day and forty hours per week without any split shifts.

(e) A shift premium of thirty (30) cents per hour shall be paid for all hours actually worked of a shift having fifty (50) percent or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of thirty-five (35) cents per hour shall be paid for all hours actually worked of a shift having 50 percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

Section 2. Premium Pay: (a) Except as may be otherwise provided by special schedules, all work performed by employees outside their regular working hours shall be paid for in accordance with the provisions of Special Ordinance G-22-92 (Appendix A.) All hours worked over forty (40) in a seven-day cycle qualify for Fair Labor Standards Act (FLSA) premium pay at one and one-half times the employee's hourly rate. "Hours worked" include hours actually worked, paid holidays, and compensatory time used, but do not include paid sick time, funeral leave, personal time, vacation time, or unpaid time off.

(b) All additional hours shall be allocated based on WPCM seniority, with the following conditions/exceptions: Employee must be qualified to perform the work and must possess an active Indiana Driver's License as required by the applicable job description. Investigations shall be performed only by Investigators, if possible, due to the nature of their duties. Telephone answering machines reached during the calling process shall be considered a "no answer" (N/A,) but the following message shall be left on the machine: "This is work calling at \_\_\_\_\_ (time) regarding

overtime." NOTE: Eight (8) hours rest time must pass after end of last additional work.

WPCM shall not be obligated to pay long-distance telephone charges in order to execute this provision. This provision shall not be interpreted to limit the WPCM superintendent in rescheduling work or temporarily transferring employees to avoid premium pay costs, if possible.

(c) An employee who is called back to work after he has been released from his regular day's work shall be paid a minimum of three (3) hours at the applicable rate of pay for such work. Time will start when the employee accepts assignment. If employee called arrives after forty-five (45) minutes, employee will be sent home with no pay due, unless a valid reason for delay is presented to the Superintendent of WPCM Department.

(d) The Employer shall make available to employees who are required to work unscheduled additional hours those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:

1. When such additional hours continue into or beyond designated mealtimes of 6:00 to 7:00 a.m., 12:00 noon to 1:00 p.m., and 6:00 to 7:00 p.m., the employee shall, at his request, be furnished a hot meal at the expense of the Employer.

2. If such additional work is completed during a designated meal period, the employee shall eat the hot meal on his own time. If such additional work continues beyond a designated meal period

or if less than five continuous hours of such work have been performed, the employee shall have one-half hour less additional time credited to compensate for the time used in eating.

3. If an employee is called out more than one hour immediately before his regular starting time on a regular scheduled working day and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period and a hot meal for the lunch period.

(e) In computing premium pay for shift work, the premium factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of premium pay.

#### **ARTICLE IX - Inclement Weather**

(a) The Employer and the Union recognize that temperature, wind, or precipitation or varying combinations of these factors may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort and, under such conditions, outside work should continue only in the event of an emergency. During such periods, the Employer may suspend outside work or assign employees to other, less-exposed work, either inside or outside.

(b) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximum of wind and that such reasonable discomfort should not justify suspension of work.

(c) The Employer recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified whenever possible.

(d) Therefore, it is agreed that when the wind chill factor is -17° Fahrenheit (F.) or lower, or when the temperature alone is zero degrees F. or lower, outside work shall be suspended except for an emergency. As used in this section, an emergency shall be deemed to exist when continuity of a City service is threatened or interrupted, when City property is endangered or when public property, public health or public safety is endangered. (NOTE: The accumulation of snow or ice on City property, public property or recreational areas shall be deemed to endanger public safety.) The superintendent or designee shall be responsible for obtaining official wind chill factor and/or temperature readings issued by the U. S. Weather Service.

(e) When conditions of precipitation occur which may make continuation of work hazardous, the working foreman shall be responsible for decisions concerning weather conditions which may adversely affect the safety of the members of his/her crew, subject to the approval of the superintendent or his/her designee.

## **ARTICLE X - Seniority**

Section 1. Regular Employees: (a) Seniority, for the purpose of this Agreement, shall be considered in two aspects: (1) Departmental Seniority, starting with the first day of employment in the WPCM Department, and (2) Job Seniority, starting with the first day of employment in a particular job classification.

(b) For employees hired on the same day who are given the same shift starting time, seniority shall be determined by the last four (4) digits of the employees' Social Security numbers; that is, the employee with the lowest number shall have highest seniority ranking. For those employees who start on the same day but are given different starting times, seniority shall be determined by clock time at which they started.

(c) The seniority of an employee shall terminate under any of the following conditions:

1. When he is laid off for a period of more than one year.
2. When a laid-off employee fails to give notice of his intention to return to work after seventy-two hours after the Employer has sent to his last known address a certified letter requesting his return. A copy of such letter will be sent to the Business Agent of the Union.
3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
4. When he resigns his employment with the City of Fort Wayne.
5. When he is discharged for just cause.

6. When he violates the conditions of a leave of absence.
7. When he accepts a pension under the Public Employees Retirement Fund.
8. When he is absent for three days or more without advising his supervisor.

(d) All time off during any one calendar year in excess of thirty days for layoffs or leaves of absence respectively shall be deducted in computing years of service.

Section 2. Probationary Employees: (a) Any new employee hired shall be termed a probationary employee for a period of ninety (90) days, during which time the Employer can release such employee without giving cause. If an employee is transferred from another department of the City of Fort Wayne to the WPCM Department, there shall be a thirty- (30) day probationary period during which the Employer can release the employee without giving cause.

(b) Upon completion of the applicable probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority and service which accumulated during the probationary period.

Section 3. Layoff: (a) Employees laid off because of lack of work shall be laid off in the reverse order of their seniority in the Department. The employees so affected shall, in order of their departmental seniority, be entitled to jobs in any classification in which they have the necessary qualifications as determined by the Employer; however, the employee(s) shall be given

30 days to qualify on the job(s). The employees in the classification consequently displaced shall be entitled to a similar preference.

(b) In the event of a layoff, such employees who are to be laid off will be given a two-week notice of layoff or, if the City fails to give two weeks notice, the City will give the employee two works pay (80 straight-time hours) in lieu of such notice.

#### **ARTICLE XI - Discharge**

(a) The Employer shall not discharge any employee covered by the Agreement without just cause. The Employer's Disciplinary Policy shall govern disciplinary matters.

#### **ARTICLE XII - Promotions**

(a) Promotions to jobs covered by this Agreement shall be made so that the most senior qualified man or woman is promoted.

(b) When a job covered by this Agreement is to be filled, the Employer shall post notices to that effect on its bulletin boards and shall invite bids for the vacancy for no less than five days and no more than ten days. Any employee, whether actively working or laid off, shall have the right to submit a bid for the job.

(c) Before forwarding to the Personnel/Labor Relations Director his recommendation for filling the vacancy, the Superintendent of the Department may discuss with the Union Committee the qualifications of those employees who bid on the vacancy. Within five working days following the end of the bidding

period, the Superintendent shall make the award to the successful bidder.

(d) A successful bidder shall have a trial period of thirty (30) working days in the new position and may request reinstatement to former position, or management may deem employee unqualified and return to former position.

#### ARTICLE XIII - Transfers

(a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire shift. If this higher-rated job has wage time steps, he shall normally first enter that job on the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.

If an employee refuses a temporary transfer to a higher classification, either on premium or straight time, he will sign a form stating that he has refused the temporary upgrading. WPCM management shall not offer the employee further temporary upgrades in the signed-off classification until the employee notifies management in writing of his/her desire to withdraw his/her their refusal prior to the start of the work shift.

(b) If an employee is temporarily transferred to a job having a low rate of pay, he shall not suffer a reduction in his rate of pay.

(c) Working Foremen shall not be used as truck drivers except

in emergencies.

(d) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

(e) If an employee holding a job covered by this Agreement is transferred, promoted, or appointed to a job within the City of Fort Wayne not covered by this Agreement, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position, or if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and the rights accumulated during his absence. Other employees in the bargaining unit agree to any demotions necessary to make room for him.

#### **ARTICLE XIV - Sick and Accident Leave**

(a) Beginning with hire date, a regular employee shall accrue paid sick and personal accident leave at the rate of two and thirty-one (2.31) hundredths hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc. and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. Employees shall accrue 2.31 hours per week for each week of employment in which the employee is in a pay status for such week, but will not accrue for such week if said employee shows evidence of a pattern of sick leave abuse. In no instance will sick time be accrued for full

weeks of personal sick absence or occupational accident, leaves of absence, layoff, disciplinary layoff, or time off not approved by the City. Sick pay will not be granted until completion of the 90-day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

(b) If a regular, hourly-rated employee is absent from work because he is disabled for more than one (1) of this consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his sick leave is exhausted.

(c) If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such injury and the injury did not result in casting or overnight hospitalization, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits

paid to the employee under State Workers' Compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and have 2/3 of the sick leave hours used restored to him/her. Furthermore, if the employee uses sick leave following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State Workers' Compensation laws and have 2/3 of the sick leave hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her sick leave, the employee shall be entitled to no additional compensation from the Employer except those benefits provided under the State Workers' Compensation laws unless the injury resulted in casting or overnight hospitalization.

If the injury resulted in suturing, casting, limb immobilization, outpatient surgery, or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the State Workers' Compensation laws, the difference between the employee's normal straight time hourly or weekly wage rate and any such Workers' Compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally-financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

(d) If an employee retires, any sick leave credit to which he

may be entitled shall become a part of his accrued sick time benefit as set forth in Article XX, paragraph (a).

(e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.

(f) If an employee is laid off, any sick leave allowances to which he may be entitled shall remain in a frozen status for a period not to exceed 48 months. Upon recall and prior to the 48-month limit, all such accrued sick leave allowance shall be restored to the employee.

If the notice of layoff is given after the employee becomes sick or disabled due to a WPCM-related accident, the employee shall be entitled to accrued sick leave allowances for the duration of that disability. Once the employee is released from such disability by a physician, any sick leave allowance remaining shall be retained as outlined in this paragraph (f).

(g) If an employee becomes disabled while on any leave of absence, he shall not be entitled to any sick leave allowances for that disability.

(h) To be entitled to any sick and accident leave allowances hereunder, the employee with respect to each disability shall:

1. Be a regular employee.
2. Have sick leave credit when he becomes disabled.

3. Have reported the cause of his absence before the end of the first scheduled working day of absence.

4. Promptly present a physician's certification that he is disabled, if requested by the Employer.

5. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Employer's medical representatives as, in the Employer's judgment, may be necessary to ascertain his condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

(k) No paid sick leave shall be allowed for illness or injury caused by willful violence.

(l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a

later discovery of relevant material facts, such as the applicability of any of the exclusions set out in Paragraph (k), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Employer.

(m) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to one-week layoff for the first offense and discharge for any subsequent offense.

#### **ARTICLE XV - Notification of Absence**

(a) When reasons beyond an employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work,, he shall give notice as far in advance as possible to his supervisor.

(b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

#### **ARTICLE XVI - Examinations**

(a) Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees; the Employer shall pay for all such examinations. It shall not pay for any time spent in the case of applicants for jobs.

(b) The Employer reserves the right to select its own medical

examiner or physician; however, the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

#### **ARTICLE XVII - Vacation/Personal Time**

(a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.

(b) During subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes six or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes fifteen or more years of continuous service he shall receive four weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service he shall receive five weeks of paid vacation the current calendar year.

(c) Vacations must, in general, be taken in the calendar year in which they fall due. No more than one year's vacation time shall be carried over to another year unless approved in advance by

the Personnel/Labor Relations Director.

(d) When a paid holiday occurs during an employee's vacation, the Superintendent of the Water Pollution Control Maintenance Department shall have the option of offering each employee either an additional day of paid vacation to be taken at a time agreeable to the Superintendent or an additional day's pay. The Employer shall notify the employee of its choice of these alternatives before his vacation leave begins.

(e) In order to avoid disrupting the working schedule, the Employer shall designate the vacation periods. When setting the schedule of vacations, the Employer shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1 and end on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made prior to July 1 of the current year. In the use of separate vacation days, the employee shall notify management of the use of such time not later than 24 hours in advance of the day to be credited as a vacation day.

(f) When an employee leaves the service of the Employer, an adjustment in his final pay shall be made for vacation accrued but not taken or for vacation taken before being fully accrued.

(g) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the

year in which death occurs.

(h) A vacation week is defined as beginning 12:01 a.m. on Sunday and ending at midnight on the following Saturday, with forty hours straight time pay per week of vacation.

Section 2. Separate and independent of vacation and sick leave allowances, during calendar year 1993, employees under this Agreement shall receive four (4) days personal time each calendar year commencing with the completion of one (1) year's service. In addition, each employee with five or more years of continuous service shall receive during each calendar year a fifth day of paid personal leave, and an employee with twenty or more years of continuous service shall receive during each calendar year a sixth day of paid personal leave. Beginning in calendar year 1994 and thereafter, employees under this Agreement shall receive five (5) days personal time each calendar year commencing with the completion of one (1) year's service. In addition, each employee with five or more years of continuous service shall receive during each calendar year a sixth day of paid personal leave, and an employee with twenty or more years of continuous service shall receive during each calendar year a seventh day of paid personal leave. Personal time will be taken separately from any vacation time, and notice of taking such personal time shall be given not later than the start of the working day for which it is used.

In addition, members of the bargaining unit shall receive a paid day off for each birthday which occurs during their employment with the City.

## **ARTICLE XVIII - Holidays**

(a) Holidays, within the meaning of this Agreement, shall be:

New Year's Day	Veterans Day
M. L. King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

or days celebrated for the foregoing. During 1993 only, Presidents Day will also be a Holiday. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday. Holidays falling on consecutive days of Friday and Saturday shall be celebrated on Thursday and Friday, and holidays falling on consecutive days of Sunday and Monday shall be celebrated on Monday and Tuesday.

(b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent of his regular straight time pay for each of the holidays recognized in this Agreement, whether such holiday falls on his regularly scheduled workday or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled workday previous to or following the holiday unless a reason satisfactory to the Employer is given.

## ARTICLE XIX - SPECIAL LEAVES

Section 1. Leave of Absence: (a) A maximum of thirty (30) calendar days leave of absence for good cause without pay in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the Superintendent and Personnel/Labor Relations Director, provided the employee can be spared from work. Extensions of leave, up to six (6) months, may be granted with the written approval of the Personnel/Labor Relations Director of the City of Fort Wayne. Subsequent extensions may be granted by approval of the Personnel/Labor Relations Director or his designated appointee. While on such leave, the employee shall not be deemed to have forfeited his seniority or rights.

(b) In the case of absence of over thirty calendar days, employees shall be permitted to return to work only if they are physically qualified to do so. If they remain away more than six months or if they accept employment elsewhere while on such leave without the written consent of the Employer, their employment and rights with the City of Fort Wayne shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.

(c) Each request for leave shall be considered on an individual basis and shall be granted or refused according to the Employer's judgment of its merit.

(d) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the

event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premiums while on leave should be made with the Personnel Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When she is unable to perform her assigned duties, personal sick time accrued will be paid.

(e) An employee exceeding the thirty (30) day regular, illness or maternity leave who elects to return to work and is physically and contractually qualified, may return to an open position, provided the affected employee has the qualifications to perform the job. If the employee returning from such leave of absence doesn't qualify for such job, he will be laid off. The employee no longer required shall be laid off.

Section 2. Leave for Union Business: (a) Employees called upon to transact for the Union with the City of Fort Wayne, business which requires them to be absent from duty with the Employer shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.

(b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.

(c) Employees who serve on the Union negotiation committee shall be paid their regular base pay for time spent in bargaining the terms of a new Agreement. The maximum that will be paid per

session shall be a regular scheduled day's pay of eight (8) hours. Not more than four such employees shall be excused from their duties at any one time.

(d) Any employee elected or appointed to an office in the Union that will require him to be absent from duty with the Employer shall, at the end of his term of office, be reinstated in his former position or, if such position has been eliminated, in a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accumulated as of the time he left the Employer to take over Union duties. On his return, other employees shall consent to the demotions necessary to make room for him. He shall not be paid by the employer during his absence.

Section 3. Death Leave: (a) In the case of death in an employee's immediate family (meaning (1) his/her parent, spouse, child, stepchild, grandchild, mother-in-law, father-in-law, or (2) any relative mentioned in paragraph (b) hereof who lives in the same residence as part of the same household,) he shall receive upon request three (3) consecutive scheduled work days off, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.

(b) If an employee attends the funeral of his brother, sister, grandfather, grandmother, brother-in-law, son-in-law, sister-in-law, or daughter-in-law who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such day.

Section 4. Jury Duty: Employees absent from their duties with the City because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service upon the presentation of proper evidence.

Section 5. Military Leave: (a) Regular employees covered by this Agreement who serve this Country in a military capacity shall be reemployed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

(b) All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties, without loss of pay, pursuant to federal and state law.

#### **ARTICLE XX - RETIREMENT**

(a) Accrued sick time pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employees' Retirement Fund and the Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this Agreement immediately prior to retirement.

An employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

- (1) \$1.00 for each hour up to 520 hours.
- (2) Twenty-five (25) percent of the employee's normal, straight-time hourly rate for each accumulated hour over 520.

In lieu of (2) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under I.C. 5-10-8-2.6, with credit given at fifty (50) percent of the employee's normal, straight-time hourly rate for each accumulated hour over 520.

In the event of an employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each 8 hours accumulated to the employee's beneficiary.

(b) Pension Fund: All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF), pursuant to rules and regulations of the PERF Administrator.

(c) Employees who retire under the terms of any of our recognized retirement programs with a minimum of five consecutive years of service shall be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

#### **ARTICLE XXI - SAFETY PRACTICES**

(a) If an employee neglects to follow the safety practices established by the Employer for the work he performs (including the proper use of protective equipment supplied by the City,) he shall, after proper warning, be subject to disciplinary action.

(b) The Employer shall reimburse an employee up to \$175.00 per year toward the cost of safety- and/or weather-related items as determined by management, upon presentation of receipt for purchase.

The Employer shall also pay one-half toward the cost of industrial safety glasses (limit of one pair per year) as approved by the Risk Management Department, with receipt of purchase. The Employer will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the Employer will replace them at the entire cost to the Employer.

(c) Both the Employer and the employees covered by this Agreement recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City of Fort Wayne shall forthwith inform the proper supervisor, who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.

(d) The Employer agrees to provide uniform rental service for the appropriate employees. The Employer shall not be obligated to provide uniforms for those employees who do not wear them while working.

#### **ARTICLE XXII - INSURANCE COVERAGE**

(a) The Employer agrees that life, medical, dental and long-

term disability insurance benefits shall be extended to all bargaining unit employees and will remain in full force and effect for the life of this Agreement, except that none of the above benefits shall apply under conditions stated in Paragraph (c) of this Article.

The cost to bargaining unit employees of such benefits shall be the same as that paid by non-bargaining-unit employees.

(b) Each employee who retires under one of the programs listed in Article XX, Paragraph (c) and who has at least eight (8) years of continuous service at retirement shall receive a \$5,000 life insurance policy for the rest of his/her life.

(c) Termination of Insurance: All insurance coverage will terminate for the following reasons:

1. Termination of employment. All employees who separate from the City for other than gross misconduct shall be subject to COBRA laws.

2. Thirty (30) days after date of layoff.

3. Employees on legitimate regular, illness, or maternity leave of absence will be covered under the City insurance plan for thirty calendar days. In case of illness leave, this will not apply until after all accrued sick leave is exhausted. If the employee elects to extend insurance coverage beyond the 30-calendar-day limit, he/she may do so by contacting the Payroll Department and arranging to pay the full premium at the current rate.

4. Strike or slowdown.

(e) Coverage for new employees shall begin with the first day the employee works following completion of thirty (30) days of employment.

#### **ARTICLE XXIII - SEPARABILITY AND SAVINGS**

(a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction or compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has restrained shall not be affected thereby.

(b) If any article or section is held invalid or enforcement of or compliance with has been restricted as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

RECOGNITION AGREEMENT

WHEREAS, the City of Fort Wayne, Indiana has recognized that the Chauffeurs, Teamsters and Helpers Local Union No. 414 represents a majority of the employees in the below-described unit, and

WHEREAS, the Unit covers all employees in job classifications listed in Schedules A, B, and C of this Agreement,

THEREFORE, be it resolved that this Agreement shall become effective on the 1st day of January, 1993, and shall remain in full force and effect through the 31st day of December, 1995.

FOR THE CITY:

\_\_\_\_\_  
Paul Helmke  
Mayor

\_\_\_\_\_  
J. Timothy McCaulay  
City Attorney

\_\_\_\_\_  
F. Nelson Peters, IV  
Director of Human Resources

\_\_\_\_\_  
Terry L. Atherton  
Director, Utility Administration

\_\_\_\_\_  
Robert F. Green  
Superintendent of Maintenance

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CTH 414 - WPC Maintenance

**Wage Schedule A - 1993**

Effective January 1, 1993 and continuing for the life of this Agreement, the Employer shall pay the employee's share of PERP contributions. Effective January 1, 1993, hourly wage rates for the listed classifications of work shall be increased twenty (20) cents plus five (5) percent over 1992 rates and shall be as follows:

Special Investigator+	\$ 12.260
Working Foreman+	12.180
TV Truck Technician+	11.777
Manhole Sealing Operator++	11.777
Backhoe Operator+	11.708
Hydraulic Sewer Rodder	11.550
Sewer Jet Flusher	11.550
Storekeeper	11.550
Vactor Operator	11.550
Utility Person++ (maximum of 3 employees)	11.235
TV Truck Assistant+	11.134
Manhole Sealing Assistant++	11.134
Senior Combination Repairer/Truck Driver+	11.075
Vactor Assistant	10.907
Night Investigator*	10.890
Combination Repairer/Truck Driver**	10.849
Sewer Repairer - First 3 months	10.498
4 thru 9 months	10.616
Over 9 months	10.732
Clerk/Dispatcher - First 3 months+	9.721
4 thru 9 months+	9.864
10 thru 15 months+	10.018
Over 15 months+	10.852
Custodian	9.241
Temporary Student Laborer	8.377

\*Shift Premium will be paid for shift hours actually worked.  
(Shift premiums are 30 cents for 2nd shift and 35 cents for 3rd shift, per Article VIII, Section 1.e.)

\*\*Sewer Repairer who has completed 90 days probationary period and has or obtains Commercial Driver's License (CDL) will be upgraded to Combination Repairer/Truck Driver upon presentation of CDL.

+ Equity adjustment based on 1992 rate.

++ New classification.

CTH 414 - WPC Maintenance

**Wage Schedule B - 1994**

Effective January 1, 1993 and continuing for the life of this Agreement, the Employer shall pay the employee's share of PERF contributions. Effective January 1, 1994, hourly wage rates for the listed classifications of work shall be increased three (3) percent over 1993 rates and shall be as follows:

-----

Special Investigator	\$ 12.628
Working Foreman	12.545
TV Truck Technician	12.130
Manhole Sealing Operator	12.130
Backhoe Operator	12.059
Hydraulic Sewer Rodder	11.897
Sewer Jet Flusher	11.897
Storekeeper	11.897
Vactor Operator	11.897
Utility Person (maximum of three employees)	11.572
TV Truck Assistant	11.468
Manhole Sealing Assistant	11.468
Senior Combination Repairer/Truck Driver	11.407
Vactor Assistant	11.234
Night Investigator*	11.217
Combination Repairer/Truck Driver**	11.174
Sewer Repairer - First 3 months	10.813
4 thru 9 months	10.934
Over 9 months	11.054
Clerk/Dispatcher - First 3 months	10.013
4 thru 9 months	10.160
10 thru 15 months	10.319
Over 15 months	11.178
Custodian	9.518
Temporary Student Laborer	8.628

\*Shift Premium will be paid for shift hours actually worked.  
(Shift premiums are 30 cents for 2nd shift and 35 cents for 3rd shift, per Article VIII, Section 1.e.)

\*\*Sewer Repairer who has completed 90 days probationary period and has or obtains Commercial Driver's License (CDL) will be upgraded to Combination Repairer/Truck Driver upon presentation of CDL.

## CTH 414 - WPC Maintenance

## Wage Schedule C - 1995

Effective January 1, 1993 and continuing for the life of this Agreement, the Employer shall pay the employee's share of PERP contributions. Effective January 1, 1995, hourly wage rates for the listed classifications of work shall be increased three (3) percent over 1994 rates and shall be as follows:

Special Investigator	\$ 13.007
Working Foreman	12.921
TV Truck Technician	12.494
Manhole Sealing Operator	12.494
Backhoe Operator	12.421
Hydraulic Sewer Rodder	12.254
Sewer Jet Flusher	12.254
Storekeeper	12.254
Vactor Operator	12.254
Utility Person (maximum of three employees)	11.919
TV Truck Assistant	11.812
Manhole Sealing Assistant	11.812
Senior Combination Repairer/Truck Driver	11.749
Vactor Assistant	11.571
Night Investigator*	11.554
Combination Repairer/Truck Driver**	11.509
Sewer Repairer - First 3 months	11.137
4 thru 9 months	11.262
Over 9 months	11.366
Clerk/Dispatcher - First 3 months	10.313
4 thru 9 months	10.465
10 thru 15 months	10.629
Over 15 months	11.513
Custodian	9.804
Temporary Student Laborer	8.887

\*Shift Premium will be paid for shift hours actually worked.  
(Shift premiums are 30 cents for 2nd shift and 35 cents for 3rd shift, per Article VIII, Section 1.e.)

\*\*Sewer Repairer who has completed 90 days probationary period and has or obtains Commercial Driver's License (CDL) will be upgraded to Combination Repairer/Truck Driver upon presentation of CDL.

CTH 414 - Appendix A

BILL NO. G-92-03-08 (AS AMENDED) (AS AMENDED)

1 GENERAL ORDINANCE NO. G-22-92

2 AN ORDINANCE ESTABLISHING  
3 STANDARDS FOR THE PAYMENT OF  
4 PREMIUM PAY UNDER THE CITY'S  
5 COLLECTIVE BARGAINING  
6 AGREEMENTS

7 WHEREAS, the Civil City and City Utilities paid  
8 more than one million dollars (\$1,000,000.00) in overtime  
9 premiums in 1991; and

10 WHEREAS, a significant amount of those payments  
11 result from provisions within collective bargaining  
12 agreements more generous than the federal Fair Labor  
13 Standards Act; and

14 WHEREAS, the City Council has requested that the  
15 City administration explore ways of reducing expenses in  
16 both the Civil City and City Utilities; and

17 WHEREAS, reducing overtime premiums would be one  
18 such method;

19 NOW THEREFORE BE IT ORDAINED BY THE COMMON  
20 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

21 SECTION 1. A new Section 20-16(n) is added to  
22 the Fort Wayne City Code to read as follows:

23 (n) Limitations on overtime and holiday pay  
24 premiums: Payments for work in excess of the  
25 employee's work schedule shall be governed by the  
26 federal Fair Labor Standards Act. Payment of, or  
27 compensation time equal to, one and one-half (1½)  
28 times the employee's regular hourly rate, or  
29 hours worked, shall be limited to hours actually  
30 worked in excess of forty (40) in any seven (7)  
31 day work cycle. Paid leave, other than use of  
32 earned compensatory time and holidays, shall not  
be counted toward the forty (40) hour base.  
Double time may be paid for holiday work. Hours  
actually worked on a designated holiday may  
qualify for a premium payment, or compensation  
time equal to, two times the employee's regular

hourly rate, or hours worked.

1                   SECTION 2. That this Ordinance shall be in full  
2                   force and effect from and after its passage and any and all  
3                   necessary approval by the Mayor and shall apply to all  
4                   agreements entered into after its effective date.

5                   Clintus R Edmonds  
6                   Council Member

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

Read the second time in full and on motion by John D. Miller, and duly adopted, read the second time by John D. Miller, and duly adopted, referred to the Committee on Legislation (and the title and referred to the Committee on Legislation (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on May 26, 1992, at 10:00 o'clock A.M., E.S.T. of 1992.

DATED: 3-10-92

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Delmeier, and duly adopted, placed on its passage. seconded by John D. Miller, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>5</u>	<u>3</u>	<u>1</u>	
BRADBURY		<u>✓</u>		
EDMONDS		<u>✓</u>		
CIAQUINTA			<u>✓</u>	
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO		<u>✓</u>		

DATED: 5-26-92

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 5-22-92 on the 26th day of May, 1992

ATTEST:

(SEAL)

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of May, 1992 at the hour of 11:00 o'clock A.M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May, 1992, at the hour of 11:45 o'clock A.M., E.S.T.

PAUL HELMKE, MAYOR